

U.S. Embassy Copenhagen
September 20, 2011

Dear Prospective Offeror

Subject: Request for Quotations number SDA200-11-Q-0005

Enclosed is a Request for Quotations (RFQ) for Telecommunication services. The requested services consist of landlines only, activated and delivered to termination points at specific locations. End user equipment such as PABX, modems, fax machines etc. are not within scope of this RFQ.

If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the following address:

U.S. Embassy
Dag Hammarskjölds Allé 24
2100 Copenhagen O
Denmark
Attn.: Ulrika C Madsen

Please submit your quotation in a sealed envelope marked "Quotation Enclosed" to the above address. The **deadline for receipt of quotations** is **14:00** local time, on **October 21, 2011**. No quotations will be accepted after this time.

In order for a quotation to be considered, you must also complete and submit the following:

SF-1449 (block 17, 24 and 30). Block 24 should list the total value of the quote for the base year and the option years.
Section 1, The Schedule
Section 5, Representations and Certifications
Additional Information as required in Section 4.

A **pre-proposal conference** has been scheduled for **October 3, 2011, at 13:00** at the U.S. Embassy General Services Office, Copenhagen. Direct any questions regarding this solicitation in writing to Ulrika C Madsen, Contracting / Purchasing Agent, questions must be written in English and may be sent to fax number +45 3543 0223 or e-mail MadsenUC@state.gov . You may also call +45 3341 7408.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Sincerely,

Ulrika C Madsen
Contracting / Purchasing Agent

Enclosure:
As Stated.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<div> <div>PARTIAL</div> <div>FINAL</div> </div>				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/>	
38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	40. PAID BY		
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (PRINT)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)		
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

TABLE OF CONTENTS

Section 1 - The Schedule

- SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number SDA200-11-Q-0005, Prices, Block 23
- Continuation To SF-1449, RFQ Number SDA200-11-Q-0005, Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement

List of Attachments

- Exhibit A – Contractor Pricelists

Section 2 - Contract Clauses

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

Section 3 - Solicitation Provisions

- Solicitation Provisions
- Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

Section 4 - Evaluation Factors

- Evaluation Factors
- Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

Section 5 - Representations and Certifications

- Representations and Certifications
- Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449 RFQ NUMBER S-DA200-11-Q-0005 PRICES, BLOCK 23

SECTION 1 - THE SCHEDULE

1. SCOPE OF CONTRACT

The contractor shall provide Telecommunication services to U.S. Embassy in Copenhagen, Denmark. The requested services consist of landlines only, activated and delivered to termination points at specific locations. End user equipment such as PABX, modems, fax machines etc. are not within scope of this RFQ.

The prices listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor on a monthly or preferably quarterly basis for standard services that have been satisfactorily performed.

Temporary Short-term Additional Services are defined as urgent installations of various landlines at different locations for a short-term period. These services shall support special events at the Post. The Contractor shall provide these services in addition to the scheduled services specified in this contract. The Contracting Officer shall order these services on an as needed basis. This work shall not be subcontracted. The Contracting Officer may require the Contractor to provide temporary additional services with 5 working days advance notice.

The Contractor shall include in its next regular invoice details of the temporary additional services and, if applicable, materials, provided and requested under temporary additional services. The Contractor shall also include a copy of the Contracting Officer's written confirmation for the temporary additional services.

Except for the main telephone numbers (to be informed), all telephone numbers set up by the Contractor must be unlisted numbers. If unlisted telephone numbers are published, action must be taken immediately by the Contractor to rectify the situation by cancellation of the subscription and re-establishment of a new subscription at no extra charge to the Government.

All ad-hoc administrative services requested by the Government (to include but not limited to: name, account number, address changes etc.), should be carried out at no extra charge to the Government.

II. PERIOD OF PERFORMANCE

The contract will be for a one-year period from January 1, 2012, with two one-year options to renew.

III. PRICING

All prices stated must be fixed prices and include all related costs for making the specified service ready for use (i.e. man hours, technician assistance, testing etc.). No additional costs will be accepted during the contract period.

‘Installation cost’ means a onetime charge (fixed price) for activating and delivering the landlines to the termination point at the specific location, including all related costs for making the specified service ready for use (i.e. man hours, technician assistance, testing etc.)

‘Monthly recurring cost’ means the monthly cost (fixed price) for the service at the specified location, including technical support/service etc.

‘Denmark F/F National’ means fastnet/landline to fastnet/landline calls within Denmark.

‘Denmark F/M National, own service provider’ means fastnet/landline to mobile calls within Denmark to own service provider’s mobile network.

‘Denmark F/M National, other service provider’ means fastnet/landline to mobile calls within Denmark to other service provider’s mobile network.

All prices to be stated in Danish Kroner (DKK) with VAT exemption.

Invoices should be with VAT exemption.

Standard Services - Base year of service - Estimated Quantities (*base period of the contract, starting January 1, 2012 and continuing for a period of 12 months*)

LOCATION: EMBASSY (Dag Hammarskjölds Allé 24, 2100 Copenhagen O, Denmark)

Existing IDs will be provided upon awarding the contract, but for confidentiality and security purposes, existing IDs will not be included in the initial bid.

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	INSTALLATION COST (Unit Price)	TOTAL INSTALLATION COST
001	ISDN-30	2 lines		
002	Reserved direct 100 number range 3341 7xxx - 3341 7xxx	4 ranges		
003	Back-up telephone lines	11 lines		
004	Extension lines	3 lines		
005	Fire alarm line	1 line		
006	Telephone lines	24 lines		

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	INSTALLATION COST (Unit Price)	TOTAL INSTALLATION COST
007	ISDN lines	3 lines		
008	Internet line, minimum (8MB/768Kbps)	1 line		
	Internet line, minimum (20MB/1MB)	2 lines		
	Internet line, minimum (4MB/768Kbps)	1 line		
009	Combined internet, minimum (20MB/1MB) and telephone line	1 line		
010	10 MB Internet Access DSL with assigned IP addresses. (Copper or Fiber)	1 line		
011	VDSL 5/5 MB DSL with assigned IP addresses	2 lines		

EMBASSY: Base Year Total Installation cost (fixed price):

DKK _____

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	MONTHLY RECURRING CHARGE (Unit Price)	12 MONTHS TOTAL RECURRING CHARGES
012 **)	ISDN-30	2 lines		
013 *)	Direct 100 number range 3341 7xxx - 3341 7xxx	4 ranges		
014*)	Back-up telephone lines	11 lines		
015*)	Extension lines	3 lines		
016*)	Fire alarm line	1 line		
017*)	Telephone lines	24 lines		
018*)	ISDN lines	3 lines		
019*)	Internet line, minimum (8MB/768Kbps)	1 line		
*)	Internet line, minimum (20MB/1MB)	2 lines		

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	MONTHLY RECURRING CHARGE (Unit Price)	12 MONTHS TOTAL RECURRING CHARGES
*)	Internet line, minimum (4MB/768Kbps)	1 line		
020*)	Combined internet, minimum (20MB/1MB) and telephone line	1 line		
021*)	10 MB Internet Access DSL with assigned IP addresses. (Copper or Fiber)	1 line		
022*)	VDSL 5/5 MB DSL with assigned IP addresses	2 lines		

*) Standard Service Level: Monday – Friday, 08:00 – 16:00 hours.

**) 24 hour Service Level: 24/7, all days

The contractor is requested to provide pricing for Service level upgrades/downgrades and Internet line upgrade costs and Internet capacities not specified above. These prices will be included in the contract as Exhibit A.

EMBASSY: Base Year 12 Months Total Monthly Recurring Charges (fixed price):

DKK _____

LOCATION: CMR (2920 Charlottenlund)

Addresses and Existing IDs will be provided upon awarding the contract, but for confidentiality and security purposes, addresses and existing IDs will not be included in the initial bid.

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	INSTALLATION COST (Unit Price)	TOTAL INSTALLATION COST
101	Extension line	1 line		
102	Telephone lines	4 lines		
103	Alarm line	1 line		
104	Combined internet, minimum (6144Kbps/768Kbps) and telephone line	2 lines		

CMR: Base Year Total Installation cost (fixed price):

DKK _____

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	MONTHLY RECURRING CHARGE (Unit Price)	12 MONTHS TOTAL MONTHLY RECURRING CHARGE
105*)	Extension line	1 line		
106*)	Telephone lines	4 lines		
107**)	Alarm line	1 line		
108*)	Combined internet, minimum (6144Kbps/768Kbps) and telephone line	1 line		
**)	Combined internet, minimum (6144Kbps/768Kbps) and telephone line	1 line		

*) Standard Service Level: Monday – Friday, 08:00 – 16:00 hours.

***) 24 hour Service Level: 24/7, all days

The contractor is requested to provide pricing for Service level upgrades/downgrades and Internet line upgrade costs and Internet capacities not specified above. These prices will be included in the contract as Exhibit A.

CMR: Base Year 12 Months Total Monthly Recurring Charges (fixed price):

DKK _____

LOCATION: DCR (2920 Charlottenlund)

Address and Existing IDs will be provided upon awarding the contract, but for confidentiality and security purposes, addresses and existing IDs will not be included in the initial bid.

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	INSTALLATION COST (Unit Price)	TOTAL INSTALLATION COST
201	Extension line	1 line		
202	Telephone line	1 line		
203	Combined internet, minimum (10MB/1MB) and telephone line	1 line		

DCR: Base Year Total Installation Cost (fixed price):

DKK _____

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	MONTHLY RECURRING CHARGE (Unit Price)	12 MONTHS TOTAL MONTHLY RECURRING CHARGE
204*)	Extension line	1 line		
205*)	Telephone line	1 line		
206*)	Combined internet, minimum (10MB/1MB) and telephone line	1 line		

*) Standard Service Level: Monday – Friday, 08:00 – 16:00 hours.

The contractor is requested to provide pricing for Service level upgrades and Internet line upgrade costs and Internet capacities not specified above. These prices will be included in the contract as Exhibit A.

DCR: Base Year 12 Months Total Monthly Recurring Charges (fixed price):

DKK _____

LOCATION: MARINE HOUSE (2100 Copenhagen O)

Address and Existing IDs will be provided upon awarding the contract, but for confidentiality and security purposes, addresses and existing IDs will not be included in the initial bid.

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	INSTALLATION COST (Unit Price)	TOTAL INSTALLATION COST
301	Extension line	1 line		
302	Telephone line	2 lines		
303	Fire alarm line	1 line		
304	Internet line, minimum (20MB/1MB)	1 line		

MARINE HOUSE: Base Year Total Installation Cost (fixed price):

DKK _____

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	MONTHLY RECURRING CHARGE (Unit Price)	12 MONTHS TOTAL MONTHLY RECURRING CHARGE
305*)	Extension line	1 line		
306*)	Telephone lines	2 lines		
307*)	Fire alarm line	1 line		
308*)	Internet line, minimum (20MB/1MB)	1 line		

*) Standard Service Level: Monday – Friday, 08:00 – 16:00 hours.

The contractor is requested to provide pricing for Service level upgrades and Internet line upgrade costs and Internet capacities not specified above. These prices will be included in the contract as Exhibit A.

MARINE HOUSE: Base Year 12 Months Total Monthly Recurring Charges (fixed price):

DKK _____

LOCATION: ODC (2100 Copenhagen O)

Addresses and Existing IDs will be provided upon awarding the contract, but for confidentiality and security purposes, addresses and existing IDs will not be included in the initial bid.

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	INSTALLATION COST (Unit Price)	TOTAL INSTALLATION COST
401	ISDN2	4 lines		
402	Reserved direct 10 number range	2 ranges		
403	ISDN extra number	1 number		
404	Dedicated IP address	1 each		
405	8 IP addresses	1 each		
406	Internet line, minimum (6144 kbps/768 kbps)	1 line		
407	Telephone line	1 line		

ODC: Base Year Total Installation Cost (fixed price):

DKK _____

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	MONTHLY RECURRING CHARGE (Unit Price)	12 MONTHS TOTAL MONTHLY RECURRING CHARGE
408*)	ISDN2	4 lines		
409*)	Reserved direct 10 number range	2 ranges		
410*)	ISDN extra number	1 number		
411*)	Dedicated IP address	1 each		
412*)	8 IP addresses	1 each		
413*)	Internet line, Minimum (6144 kbps/768 kbps)	1 line		
414*)	Telephone line	1 line		

*) Standard Service Level: Monday – Friday, 08:00 – 16:00 hours.

The contractor is requested to provide pricing for Service level upgrades and Internet line upgrade costs and Internet capacities not specified above. These prices will be included in the contract as Exhibit A.

ODC: Base Year 12 Months Total Monthly Recurring Charges (fixed price):

DKK _____

LOCATION: OTHER OFFICIAL RESIDENCES

Addresses and Existing IDs will be provided upon awarding the contract, but for confidentiality and security purposes, addresses and existing IDs will not be included in the initial bid.

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	INSTALLATION COST (Unit Price)	TOTAL INSTALLATION COST
501	Telephone lines (2100 Copenhagen O)	32 lines		
	Telephone lines (2820 Gentofte)	4 lines		
	Telephone lines (2840 Holte)	2 lines		
	Telephone lines (2900 Hellerup)	3 lines		
	Telephone lines (2920 Charlottenlund)	10 lines		
502	Internet line, minimum (15MB/1MB), 2100 Copenhagen O	1 line		

OTHER OFFICIAL RESIDENCES: Base Year Total Installation Cost (fixed price):

DKK _____

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	MONTHLY RECURRING CHARGE (Unit Price)	12 MONTHS TOTAL MONTHLY RECURRING CHARGE
503*)	Telephone lines (2100 Copenhagen O)	32 lines		
*)	Telephone lines (2820 Gentofte)	4 lines		
*)	Telephone lines (2840 Holte)	2 lines		
*)	Telephone lines (2900 Hellerup)	3 lines		
*)	Telephone lines (2920 Charlottenlund)	10 lines		
504*)	Internet line , minimum (15MB/1MB), 2100 Copenhagen O	1 line		

*) Standard Service Level: Monday – Friday, 08:00 – 16:00 hours.

The contractor is requested to provide pricing for Service level upgrades and Internet line upgrade costs and Internet capacities not specified above. These prices will be included in the contract as Exhibit A.

OTHER-OFFICIAL RESIDENCES: Base Year 12 Months Total Monthly Recurring Charges (fixed price):

DKK _____

USAGE (12 months)

Total yearly estimated usage: 286,000 minutes.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	COST (Unit Price)	TOTAL ESTIMATED COST
600	Call up charges	150,000 calls		

Below is specified the top 5 destinations

ITEM	COUNTRY	ESTIMATED USAGE (Minutes)	PRICE/MINUTE (whole minutes)	TOTAL ESTIMATED USAGE COST
601	Denmark F/F National	128,000		

ITEM	COUNTRY	ESTIMATED USAGE (Minutes)	PRICE/MINUTE (whole minutes)	TOTAL ESTIMATED USAGE COST
	Denmark F/M National, own operator	44,800		
	Denmark F/M National, other operator	11,200		
	USA/Canada	60,000		
	Sweden	5,500		
	Germany	3,500		
	Great Britain	3,000		

Base Year Total Annual Usage Cost: DKK _____

The contractor is requested to provide pricing for countries and directory enquiries (e.g. number enquiry, address enquiry etc.) not specified above. These prices will be included in the contract as Exhibit A.

Total Annual fixed price for Standard Services for Base Year:

DKK _____

Temporary Short-term Additional Services:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	ESCALATION FEE PER LOCATION (Unit Price)	TOTAL PRICE ESCALATION FEE
701	Urgent installation of Telephone lines	5 locations		
702	Urgent installation of ISDN2	1 location		
703	Urgent installation of ISDN Flex (up to 8 numbers)	1 location		
704	Urgent installation of Internet line, minimum 4096 kbps/768kbps	1 location		

Temporary Short-term Additional Services should be possible to cancel with 30 days notice

TOTAL ESTIMATED AMOUNT FOR BASE YEAR:

DKK _____

During this contract period, the Government shall place orders totaling a minimum of 1,000 DKK. This reflects the contract minimum for this period of performance. The

amount of all orders shall not exceed 1,000,000 DKK. This reflects the contract maximum for this period of performance.

Standard Services – First Option Year of service - Estimated Quantities (*first option period of the contract, starting January 1, 2013 and continuing for a period of 12 months*)

LOCATION: EMBASSY (Dag Hammarskjölds Allé 24, 2100 Copenhagen O, Denmark)

Existing IDs will be provided upon awarding the contract, but for confidentiality and security purposes, existing IDs will not be included in the initial bid.

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	INSTALLATION COST (Unit Price)	TOTAL INSTALLATION COST
1001	ISDN-30	1 line		
1002	Reserved direct 100 number range 3341 7xxx - 3341 7xxx	1 range		
1003	Back-up telephone line	1 line		
1004	Extension lines	3 lines		
1005	Fire alarm line	1 line		
1006	Telephone lines	6 lines		
1007	ISDN line	1 line		
1008	Internet line, minimum (8MB/768Kbps)	1 line		
	Internet line, minimum (20MB/1MB)	2 lines		
	Internet line, minimum (4MB/768Kbps)	1 line		
1009	Combined internet, minimum (20MB/1MB) and telephone line	1 line		
1010	10 MB Internet Access DSL with assigned IP addresses. (Copper or Fiber)	1 line		
1011	VDSL 5/5 MB DSL with assigned IP addresses	1 line		

EMBASSY: First Option Year Total Installation cost (fixed price):

DKK _____

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	MONTHLY RECURRING CHARGE (Unit Price)	12 MONTHS TOTAL MONTHLY RECURRING CHARGES
1012**)	ISDN-30	3 lines		
1013*)	Reserved direct 100 number range 3341 7xxx - 3341 7xxx	5 ranges		
1014*)	Back-up Telephone lines	12 lines		
1015*)	Extension lines	6 lines		
1016*)	Fire alarm lines	2 lines		
1017*)	Telephone lines	30 lines		
1018*)	ISDN lines	4 lines		
1019*)	Internet line, minimum (8MB/768Kbps)	2 lines		
	Internet line, minimum (20MB/1MB)	4 lines		
	Internet line, minimum (4MB/768Kbps)	2 lines		
1020*)	Combined internet, minimum (20MB/1MB) and telephone line	2 lines		
1021*)	10 MB Internet Access DSL with assigned IP addresses. (Copper or Fiber)	2 lines		
1022*)	VDSL 5/5 MB DSL with assigned IP addresses	3 lines		

*) Standard Service Level: Monday – Friday, 08:00 – 16:00 hours.

**) 24 hour Service Level: 24/7, all days

The contractor is requested to provide pricing for Service level upgrades/downgrades and Internet line upgrade costs and Internet capacities not specified above. These prices will be included in the contract as Exhibit A.

EMBASSY: First Option Year 12 Months Total Monthly Recurring Charges (fixed price):

DKK _____

LOCATION: CMR (2920 Charlottenlund)

Addresses and Existing IDs will be provided upon awarding the contract, but for confidentiality and security purposes, addresses and existing IDs will not be included in the initial bid.

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	INSTALLATION COST (Unit Price)	TOTAL INSTALLATION COST
1101	Extension lines	1 line		
1102	Telephone lines	1 line		
1103	Alarm line	1 line		
1104	Combined internet, minimum (6144Kbps/768Kbps) and telephone lines	2 lines		

CMR: First Option Year Total Installation cost (fixed price):

DKK _____

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	MONTHLY RECURRING CHARGE (Unit Price)	12 MONTHS TOTAL MONTHLY RECURRING CHARGE
1105*)	Extension lines	2 lines		
1106*)	Telephone lines	5 lines		
1107**)	Alarm lines	2 lines		
1108*)	Combined internet, minimum (6144Kbps/768Kbps) and telephone lines	2 lines		
**)	Combined internet, minimum (6144Kbps/768Kbps) and telephone lines	2 lines		

*) Standard Service Level: Monday – Friday, 08:00 – 16:00 hours.

**) 24 hour Service Level: 24/7, all days

The contractor is requested to provide pricing for Service level upgrades/downgrades and Internet line upgrade costs and Internet capacities not specified above. These prices will be included in the contract as Exhibit A.

CMR: First Option Year 12 Months Total Monthly Recurring Charges (fixed price):

DKK _____

LOCATION: DCR (2920 Charlottenlund)

Address and Existing IDs will be provided upon awarding the contract, but for confidentiality and security purposes, addresses and existing IDs will not be included in the initial bid.

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	INSTALLATION COST (Unit Price)	TOTAL INSTALLATION COST
1201	Extension line	1 line		
1202	Telephone line	1 line		
1203	Combined internet, minimum (10MB/1MB) and fax line	1 line		

DCR: First Option Year Total Installation Cost (fixed price):

DKK _____

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	MONTHLY RECURRING CHARGE (Unit Price)	12 MONTHS TOTAL MONTHLY RECURRING CHARGE
1204*)	Extension lines	2 lines		
1205*)	Telephone lines	2 lines		
1206*)	Combined internet, minimum (10MB/1MB) and telephone lines	2 lines		

*) Standard Service Level: Monday – Friday, 08:00 – 16:00 hours.

The contractor is requested to provide pricing for Service level upgrades and Internet line upgrade costs and Internet capacities not specified above. These prices will be included in the contract as Exhibit A.

DCR: First Option Year 12 Months Total Monthly Recurring Charges (fixed price):

DKK _____

LOCATION: MARINE HOUSE (2100 Copenhagen O)

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	INSTALLATION COST (Unit Price)	TOTAL INSTALLATION COST
1301	Extension line	1 line		
1302	Telephone line	1 line		
1303	Fire alarm line	1 line		
1304	Internet line, minimum (20MB/1MB)	1 line		

MARINE HOUSE: First Option Year Total Installation Cost (fixed price):

DKK _____

Address and Existing IDs will be provided upon awarding the contract, but for confidentiality and security purposes, addresses and existing IDs will not be included in the initial bid.

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	MONTHLY RECURRING CHARGE (Unit Price)	12 MONTHS TOTAL MONTHLY RECURRING CHARGE
1305*)	Extension lines	2 lines		
1306*)	Telephone lines	3 lines		
1307*)	Fire alarm lines	2 lines		
1308*)	Internet lines (20MB/1MB)	2 lines		

*) Standard Service Level: Monday – Friday, 08:00 – 16:00 hours.

The contractor is requested to provide pricing for Service level upgrades and Internet line upgrade costs and Internet capacities not specified above. These prices will be included in the contract as Exhibit A.

MARINE HOUSE: First Option Year 12 Months Total Monthly Recurring Charges (fixed price):

DKK _____

LOCATION: ODC (2100 Copenhagen O)

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	INSTALLATION COST (Unit Price)	TOTAL INSTALLATION COST
1401	ISDN2	4 lines		
1402	Reserved direct 10 number range	1 range		
1403	ISDN extra number	1 number		
1404	Dedicated IP address	1 each		
1405	8 IP addresses	1 each		
1406	Internet line, minimum (6144 kbps/768 kbps)	1 line		
1407	Telephone line	1 line		

ODC: First Option Year Total Installation Cost (fixed price):

DKK _____

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	MONTHLY RECURRING CHARGE (Unit Price)	12 MONTHS TOTAL MONTHLY RECURRING CHARGE
1408*)	ISDN2	8 lines		
1409*)	Reserved direct 10 number ranges	3 ranges		
1410*)	ISDN extra numbers	2 numbers		
1411*)	Dedicated IP addresses	2 each		
1412*)	8 IP addresses	2 each		
1413*)	Internet lines, Minimum (6144 kbps/768 kbps)	2 lines		
1414*)	Telephone lines	2 lines		

*) Standard Service Level: Monday – Friday, 08:00 – 16:00 hours.

The contractor is requested to provide pricing for Service level upgrades and Internet line upgrade costs and Internet capacities not specified above. These prices will be included in the contract as Exhibit A.

ODC: First Option Year 12 Months Total Monthly Recurring Charges (fixed price):

DKK _____

LOCATION: OTHER OFFICIAL RESIDENCES

Addresses and Existing IDs will be provided upon awarding the contract, but for confidentiality and security purposes, addresses and existing IDs will not be included in the initial bid.

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	INSTALLATION COST (Unit Price)	TOTAL INSTALLATION COST
1501	Telephone lines (2100 Copenhagen O)	5 lines		
	Telephone line (2820 Gentofte)	1 lines		
	Telephone line (2840 Holte)	1 lines		
	Telephone line (2900 Hellerup)	1 lines		
	Telephone lines (2920 Charlottenlund)	2 lines		
1502	Internet line, minimum (15MB/1MB), 2100 Copenhagen O	1 line		

OTHER OFFICIAL RESIDENCES: First Option Year Total Installation Cost (fixed price):

DKK _____

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	MONTHLY RECURRING CHARGE (Unit Price)	12 MONTHS TOTAL MONTHLY RECURRING CHARGE
1503*)	Telephone lines (2100 Copenhagen O)	37 lines		
	Telephone lines (2820 Gentofte)	5 lines		
	Telephone lines (2840 Holte)	3 lines		
	Telephone lines (2900 Hellerup)	4 lines		
	Telephone lines (2920 Charlottenlund)	12 lines		
1504*)	Internet lines, minimum (15MB/1MB), 2100 Copenhagen O	2 lines		

*) Standard Service Level: Monday – Friday, 08:00 – 16:00 hours.

The contractor is requested to provide pricing for Service level upgrades and Internet line upgrade costs and Internet capacities not specified above. These prices will be included in the contract as Exhibit A.

OTHER OFFICIAL RESIDENCES: First Option Year 12 Months Total Monthly Recurring Charges (fixed price):

DKK _____

USAGE (12 months)

Total yearly estimated usage: 286,000 minutes.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	COST (Unit Price)	TOTAL ESTIMATED COST
1600	Call up charges	150,000 calls		

Below is specified the top 5 destinations

ITEM	COUNTRY	ESTIMATED USAGE (Minutes)	PRICE/MINUTE (whole minutes)	TOTAL ESTIMATED USAGE COST
1601	Denmark F/F National	128,000		
	Denmark F/M National, own operator	44,800		
	Denmark F/M National, other operator	11,200		
	USA/Canada	60,000		
	Sweden	5,500		
	Germany	3,500		
	Great Britain	3,000		

First Option Year Total Annual Usage Cost:

DKK _____

The contractor is requested to provide pricing for countries and directory enquiries (e.g. number enquiry, address enquiry etc.) not specified above. These prices will be included in the contract as Exhibit A.

Total Annual fixed price for Standard Services for First Option Year:

DKK _____

Temporary Short-term Additional Services:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	ESCALATION FEE PER LOCATION (Unit Price)	TOTAL PRICE ESCALATION FEE
1701	Urgent installation of Telephone Lines	5 locations		
1702	Urgent installation of ISDN2	1 location		
1703	Urgent installation of ISDN Flex (up to 8 umbers)	1 location		
1704	Urgent installation of Internet line, minimum 4096 kbps/768kbps	1 location		

Temporary Short-term Additional Services should be possible to cancel with 30 days notice.

TOTAL ESTIMATED AMOUNT FOR FIRST OPTION YEAR:

DKK _____

During this contract period, the Government shall place orders totaling a minimum of 1,000 DKK. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed 800,000 DKK. This reflects the contract maximum for this period of performance.

Standard Services – Second Option Year of service - Estimated Quantities (*second option period of the contract, starting on January 1, 2014 and continuing for a period of 12 months*)

LOCATION: EMBASSY (Dag Hammarskjölds Allé 24, 2100 Copenhagen O, Denmark)

Existing IDs will be provided upon awarding the contract, but for confidentiality and security purposes, existing IDs will not be included in the initial bid.

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	INSTALLATION COST (Unit Price)	TOTAL INSTALLATION COST
2001	ISDN-30	1 line		
2002	Reserved direct 100 number range 3341 7xxx - 3341 7xxx	1 range		
2003	Back-up telephone line	1 line		
2004	Extension lines	3 lines		

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	INSTALLATION COST (Unit Price)	TOTAL INSTALLATION COST
2005	Fire alarm line	1 line		
2006	Telephone lines	6 lines		
2007	ISDN line	1 line		
2008	Internet line, minimum (8MB/768Kbps)	1 line		
	Internet lines, minimum (20MB/1MB)	2 lines		
	Internet line, minimum (4MB/768Kbps)	1 line		
2009	Combined internet, minimum (20MB/1MB) and telephone line	1 line		
2010	10 MB Internet Access DSL with assigned IP addresses. (Copper or Fiber)	1 line		
2011	VDSL 5/5 MB DSL with assigned IP addresses	1 line		

EMBASSY: Second Option Year Total Installation cost (fixed price):

DKK _____

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	MONTHLY RECURRING CHARGE (Unit Price)	12 MONTHS TOTAL MONTHLY RECURRING CHARGES
2012**)	ISDN-30	4 lines		
2013*)	Reserved direct 100 number range 3341 7xxx - 3341 7xxx	6 ranges		
2014*)	Back-up telephone lines	13 lines		
2015*)	Extension lines	9 lines		
2016*)	Fire alarm lines	3 lines		
2017*)	Direct telephone lines	36 lines		
2018*)	ISDN lines	5 lines		
2019*)	Internet lines, minimum (8MB/768Kbps)	3 lines		

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	MONTHLY RECURRING CHARGE (Unit Price)	12 MONTHS TOTAL MONTHLY RECURRING CHARGES
	Internet lines, minimum (20MB/1MB)	6 lines		
	Internet lines, minimum (4MB/768Kbps)	3 lines		
2020*)	Combined internet, minimum (20MB/1MB) and telephone lines	3 lines		
2021*)	10 MB Internet Access DSL with assigned IP addresses. (Copper or Fiber)	3 lines		
2022*)	VDSL 5/5 MB DSL with assigned IP addresses	4 lines		

*) Standard Service Level: Monday – Friday, 08:00 – 16:00 hours.

**) 24 hour Service Level: 24/7, all days

The contractor is requested to provide pricing for Service level upgrades/downgrades and Internet line upgrade costs and Internet capacities not specified above. These prices will be included in the contract as Exhibit A.

EMBASSY: Second Option Year 12 Months Total Monthly Recurring Charges (fixed price):

DKK _____

LOCATION: CMR (2920 Charlottenlund)

Addresses and Existing IDs will be provided upon awarding the contract, but for confidentiality and security purposes, addresses and existing IDs will not be included in the initial bid.

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	INSTALLATION COST (Unit Price)	TOTAL INSTALLATION COST
2101	Extension line	1 line		
2102	Telephone line	1 line		
2103	Alarm line	1 line		
2104	Combined internet, minimum (6144Kbps/768Kbps) and telephone lines	2 lines		

CMR: Second Option Year Total Installation cost (fixed price):

DKK _____

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	MONTHLY RECURRING CHARGE (Unit Price)	12 MONTHS TOTAL MONTHLY RECURRING CHARGE
2105*)	Extension lines	3 lines		
2106*)	Telephone lines	6 lines		
2107**)	Alarm lines	3 lines		
2108*)	Combined internet, minimum (6144Kbps/768Kbps) and telephone line	3 lines		
**)	Combined internet, minimum (6144Kbps/768Kbps) and telephone lines	3 lines		

*) Standard Service Level: Monday – Friday, 08:00 – 16:00 hours.

**) 24 hour Service Level: 24/7, all days

The contractor is requested to provide pricing for Service level upgrades/downgrades and Internet line upgrade costs and Internet capacities not specified above. These prices will be included in the contract as Exhibit A.

CMR: Second Option Year 12 Months Total Monthly Recurring Charges (fixed price):

DKK _____

LOCATION: DCR (2920 Charlottenlund)

Address and Existing IDs will be provided upon awarding the contract, but for confidentiality and security purposes, addresses and existing IDs will not be included in the initial bid.

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	INSTALLATION COST (Unit Price)	TOTAL INSTALLATION COST
2201	Extension line	1 line		
2202	Telephone line	1 line		
2203	Combined internet, minimum (10MB/1MB) and telephone line	1 line		

DCR: Second Option Year Total Installation Cost (fixed price):

DKK _____

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	MONTHLY RECURRING CHARGE (Unit Price)	12 MONTHS TOTAL MONTHLY RECURRING CHARGE
2204*)	Extension lines	3 lines		
2205*)	Telephone lines	3 lines		
2206*)	Combined internet, minimum (10MB/1MB) and telephone lines	3 lines		

*) Standard Service Level: Monday – Friday, 08:00 – 16:00 hours.

The contractor is requested to provide pricing for Service level upgrades and Internet line upgrade costs and Internet capacities not specified above. These prices will be included in the contract as Exhibit A.

DCR: Second Option Year 12 Months Total Monthly Recurring Charges (fixed price):

DKK _____

LOCATION: MARINE HOUSE (2100 Copenhagen O)

Address and Existing IDs will be provided upon awarding the contract, but for confidentiality and security purposes, addresses and existing IDs will not be included in the initial bid.

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	INSTALLATION COST (Unit Price)	TOTAL INSTALLATION COST
2301	Extension line	1 line		
2302	Telephone lines	2 lines		
2303	Fire alarm line	1 line		
2304	Internet line, minimum (20MB/1MB)	1 line		

MARINE HOUSE: Second Option Year Total Installation Cost (fixed price):

DKK _____

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	MONTHLY RECURRING CHARGE (Unit Price)	12 MONTHS TOTAL MONTHLY RECURRING CHARGE
2305*)	Extension lines	3 lines		
2306*)	Telephone lines	5 lines		
2307*)	Fire alarm lines	3 lines		
2308*)	Internet lines, minimum (20MB/1MB)	3 lines		

*) Standard Service Level: Monday – Friday, 08:00 – 16:00 hours.

The contractor is requested to provide pricing for Service level upgrades and Internet line upgrade costs and Internet capacities not specified above. These prices will be included in the contract as Exhibit A.

MARINE HOUSE: Second Option Year 12 Months Total Monthly Recurring Charges (fixed price):

DKK _____

LOCATION: ODC (2100 Copenhagen O)

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	INSTALLATION COST (Unit Price)	TOTAL INSTALLATION COST
2401	ISDN2	4 lines		
2402	Reserved direct 10 number range	1 range		
2403	ISDN extra number	1 number		
2404	Dedicated IP address	1 each		
2405	8 IP addresses	1 each		
2406	Internet line, minimum (6144 kbps/768 kbps)	1 line		
2407	Telephone line	1 line		

ODC: Second Option Year Total Installation Cost (fixed price):

DKK _____

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	MONTHLY RECURRING CHARGE (Unit Price)	12 MONTHS TOTAL MONTHLY RECURRING CHARGE
2408*)	ISDN2	12 lines		
2409*)	Reserved direct 10 number range	4 ranges		
2410*)	ISDN extra numbers	3 numbers		
2411*)	Dedicated IP addresses	3 each		
2412*)	8 IP addresses	3 each		
2413*)	Internet lines, Minimum (6144 kbps/768 kbps)	3 lines		
2414*)	Telephone lines	3 lines		

*) Standard Service Level: Monday – Friday, 08:00 – 16:00 hours.

The contractor is requested to provide pricing for Service level upgrades and Internet line upgrade costs and Internet capacities not specified above. These prices will be included in the contract as Exhibit A.

ODC: Second Option Year 12 Months Total Monthly Recurring Charges (fixed price):

DKK _____

LOCATION: OTHER OFFICIAL RESIDENCES

Addresses and Existing IDs will be provided upon awarding the contract, but for confidentiality and security purposes, addresses and existing IDs will not be included in the initial bid.

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	INSTALLATION COST (Unit Price)	TOTAL INSTALLATION COST
2501	Telephone lines (2100 Copenhagen O)	5 lines		
	Telephone line (2820 Gentofte)	1 line		
	Telephone line (2840 Holte)	1 line		
	Telephone line (2900 Hellerup)	1 line		
	Telephone line (2920 Charlottenlund)	2 lines		
2502	Internet line, minimum (15MB/1MB), 2100 Copenhagen O	1 line		

OTHER OFFICIAL RESIDENCES: Second Option Year Total Installation Cost (fixed price):

DKK _____

ITEM	SUPPLIES/SERVICES	ESTIMATED QUANTITY	MONTHLY RECURRING CHARGE (Unit Price)	12 MONTHS TOTAL MONTHLY RECURRING CHARGE
2503*)	Telephone lines (2100 Copenhagen O)	42 lines		
	Telephone lines (2820 Gentofte)	6 lines		
	Telephone lines (2840 Holte)	4 lines		
	Telephone lines (2900 Hellerup)	5 lines		
	Telephone lines (2920 Charlottenlund)	14 lines		
2504*)	Internet lines, minimum (15MB/1MB), 2100 Copenhagen O	3 lines		

*) Standard Service Level: Monday – Friday, 08:00 – 16:00 hours.

The contractor is requested to provide pricing for Service level upgrades and Internet line upgrade costs and Internet capacities not specified above. These prices will be included in the contract as Exhibit A.

OTHER OFFICIAL RESIDENCES: Second Option Year 12 Months Total Monthly Recurring Charges (fixed price):

DKK _____

USAGE (12 months)

Total yearly estimated usage: 286,000 minutes.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	COST (Unit Price)	TOTAL ESTIMATED COST
2600	Call up charges	150,000 calls		

Below is specified the top 5 destinations

ITEM	COUNTRY	ESTIMATED USAGE (Minutes)	PRICE/MINUTE (whole minutes)	TOTAL ESTIMATED USAGE COST
2601	Denmark F/F National	128,000		
	Denmark F/M National, own operator	44,800		
	Denmark F/M National, other operator	11,200		
	USA/Canada	60,000		
	Sweden	5,500		
	Germany	3,500		
	Great Britain	3,000		

Second Option Year Total Annual Usage Cost:

DKK _____

The contractor is requested to provide pricing for countries and directory enquiries (e.g. number enquiry, address enquiry etc.) not specified above. These prices will be included in the contract as Exhibit A.

Total Annual fixed price for Standard Services for Second Option Year:

DKK _____

Temporary Short-term Additional Services:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	ESCALATION FEE PER LOCATION (Unit Price)	TOTAL PRICE ESCALATION FEE
2701	Urgent installation of Telephone Lines	5 locations		
2702	Urgent installation of ISDN2	1 location		
2703	Urgent installation of ISDN Flex (up to 8 umbers)	1 location		
2704	Urgent installation of Internet line, minimum 4096 kbps/768kbps	1 location		

Temporary Short-term Additional Services should be possible to cancel with 30 days notice.

TOTAL ESTIMATED AMOUNT FOR SECOND OPTION YEAR:

DKK _____

During this contract period, the Government shall place orders totaling a minimum of 1,000 DKK. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed 800,000 DKK. This reflects the contract maximum for this period of performance.

Base Year	DKK _____
Option Year 1	DKK _____
Option Year 2	DKK _____
Grand Total	DKK _____

During this contract period, the Government shall place orders totaling a minimum of 1,000 DKK. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed 2,600,000 DKK. This reflects the contract maximum for this period of performance.

CONTINUATION TO SF-1449
RFQ NUMBER SDA200-11-Q-0005
INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT
SCHEDULE OF SERVICES, BLOCK 20

1. PERFORMANCE WORK STATEMENT

This solicitation is for Telecommunication services. The Contractor shall provide complete Telecommunication services for the U.S. Embassy of Copenhagen, Denmark. Services provided shall include:

- ISDN30 to location Embassy
- Reservation of 400 direct numbers in range under 3341 7xxx
- Back-up telephone lines
- Extension lines
- Fire alarm lines
- Telephone lines
- ISDN lines
- Internet lines (incl. upgrades)
- Combined internet and telephone lines (incl. upgrades)
- Internet Access. Bandwidth to support VPN protocols
- Dedicated Internet Access
- Calls within Denmark
- International calls
- 24 hour Technical service
- Ordering and confirmation of order through e-mail
- Unlisted telephone numbers
- Ad-hoc administrative services
- Electronic detailed billing of calls made
- Electronic invoices in PDF format
- VAT exemption on all invoices
- Invoices to be submitted quarterly, although monthly invoices are acceptable
- Dedicated Account Manager and Customer Service Consultant(s)

The solicitation contains of six different locations:

1. Embassy (Dag Hammarkjølde Allé 24, 2100 Copenhagen O, Denmark)
2. CMR (2920 Charlottenlund)
3. DCR (2920 Charlottenlund)
4. Marine House (2100 Copenhagen O)
5. ODC (2100 Copenhagen O)
6. Other Official Residences (various addresses)

Existing IDs for locations 1-6 and address details for locations 2-6 will be provided upon awarding the contract, but for confidentiality and security purposes, addresses and will not be included in the initial bid.

The Contractor shall ensure that the connection through its network is of the highest quality possible and shall be uninterrupted and clear. Network problems shall be remedied as soon

as possible and the COR must be immediately informed of any problems, and their resolution.

The Contractor shall coordinate the service and shall be responsible for the technical sufficiency of the service, including services necessary to establish, operate, and restore the service.

1.1 TELECOMMUNICATION SERVICES WITHIN COPENHAGEN AREA

The Contractor must be able to provide the requested Telecommunication services within the greater Copenhagen area (including, but not limited to, Charlottenlund, Gentofte, Hellerup and Holte).

1.2 DOMESTIC AND INTERNATIONAL CALLS

The Contractor shall ensure a 24-hour basis domestic and international connectivity with the USA, all European countries and all other worldwide countries that the requested services are available.

1.3 ELECTRONIC DETAILED BILLING AND INVOICES

1.3.1 The Contractor shall provide quarterly breakdown of calls made by individual telephone number. Monthly breakdowns of calls are also acceptable. The breakdown shall clearly show:

- Call category
- Total number of calls for each category
- Called Number (first 6 digits)
- The time and date of the call
- The duration of the call
- Price

1.3.2 Quarterly lists of calls for the previous quarter shall be electronically forwarded to the Financial Management Office latest by the end of the first month of the following quarter, at the following e-mail address:

copenhagenusfaktura@state.gov

If submitted monthly, the list of calls shall be electronically forwarded to the above e-mail address by the end of the next month for the previous month's calls.

1.3.3 The Contractor shall submit quarterly electronic invoices to the Financial Management Office, at the following e-mail address:

copenhagenusfaktura@state.gov

Monthly electronic invoices are also acceptable.

Please check a box: ☐ quarterly list of calls and invoices
 ☐ monthly list of calls and invoices

A proper invoice must include the following information:

- Contractor's name
- Invoice number
- Account number
- Invoice date
- Payment due date
- Embassy's reference name and telephone number
- Total price with VAT exemption
- A summary showing a listing of each line with a total price in local currency (DKK) for that line
- Prompt payment discount, if any
- Telephone number and contact details to contact in case of defective invoice

(a) If an invoice does not contain the above information, the Government reserves the right to reject the invoice as improper and return it to the Contractor within 7 calendar days. The Contractor must then submit a proper invoice.

(b) The COR will take each summary invoice and furnish the detailed invoice to the appropriate official in each individual Government agency. That agency representative will review the detailed invoice and either approve for payment or advise the COR of the inaccuracies found. It shall be the COR who will interact with the Contractor on any invoice problems.

(c) Payment shall be made in local currency (DKK) by Electronic Funds Transfer (EFT)

Please state your Payment Condition:

Either (preferably) Current month + 30 days []

or Current month + 21 days []

or Your payment condition: []

2. KEY PERSONNEL

2.1 The Dedicated Account Manager must be able to converse in English and Danish. The Contractor shall assign to this contract the following key person:

POSITION/FUNCTION _____ NAME _____
Dedicated Account Manager

2.2 During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is required due to illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days

after the occurrence of any of these events and provide the information required below to the Contracting Officer at least 15 days before making any permanent substitutions.

2.3 After the first 90 days of performance, the Contractor may substitute a key person if the contractor determines that it is necessary. The Contractor shall notify the Contracting Officer of the proposed action immediately. Prior to making the substitution, the Contractor will provide the information required below to the Contracting Officer.

2.4 The Contractor shall provide an explanation of the circumstances requiring the proposed substitution. The proposed substitute shall possess qualifications comparable to the original key person. The Government will modify the contract to reflect any changes in key personnel.

3. PERMITS

Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the work under this contract. The contractor shall obtain these permits, licenses, and appointments in compliance with applicable Danish laws.

4. ORDER CONFIRMATION

Please state the number of days needed for written order confirmation:

The Contractor will return a written order confirmation within _____ days after receipt of Delivery Order.

5. SET-UP AND OR INSTALLATION OF NEW SUBSCRIPTION

Please state the number of days needed for set-up and or installation of:

Telephone Line: _____days

Internet Line: _____days

6. CANCELLATION CONDITIONS OF SUBSCRIPTIONS

Please state your cancellation conditions:

New subscriptions cannot be cancelled within the first _____ months after set-up/installation. Hereafter subscriptions can be cancelled with _____ days written notice to the contractor.

7. OFFICIAL LINES

This Contract is valid only for official Government needs.

8. DISCLOSURE OF INFORMATION

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made

known in any manner to any person except as may be necessary in the performance of the contract.

10. SPECIAL SHORT TERM PROMOTION

For the entire contract duration, the Contractor will offer the Embassy the option to take advantage of any promotional programs that it offers and that is suited for use by Embassy staff. The Embassy at its own discretion will have the option to take or reject the opportunity.

11. CUSTOMER SERVICE CONSULTANT(S) / TECHNICAL SUPPORT SERVICE

The Contractor will provide a dedicated customer service consultant or a group of customer service consultants for the purpose of billing inquiries and/or customer questions regarding accounts and/or service. Furthermore, the Contractor will provide a telephone number for technical support service for the purpose of reporting equipment/service problems and malfunction.

12. SURVIVABILITY AND RECOVERY

The Contractor shall have a working system of survivability of the network in case of emergency and serious disaster when all networks may be jammed or when parts of the network are destroyed.

The Contractor shall have a recovery plan in place that shall deal with such occurrences.

13. DEFINITIONS

‘Installation cost’ means a one time charge (fixed price) for activating and delivering the landlines to the termination point at the specific location, including all related costs for making the specified service ready for use (i.e. man hours, technician assistance, testing etc.)

‘Monthly recurring cost’ means the monthly cost (fixed price) for the service at the specified location, including technical support/service etc.

‘Denmark F/F National’ means fastnet/landline to fastnet/landline calls within Denmark.

‘Denmark F/M National, own service provider’ means fastnet/landline to mobile calls within Denmark to own service provider’s mobile network.

‘Denmark F/M National, other service provider’ means fastnet/landline to mobile calls within Denmark to other service provider’s mobile network.

EXHIBIT A – CONTRACTOR PRICELISTS

(To be incorporated after award)

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JUN 2010), is incorporated by reference. (See SF-1449, block 27a).

Addendum to 52.212-4 (none)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (MAR 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) ([31 U.S.C. 6101 note](#)). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

___ (7) [52.219-3](#), Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) ([15 U.S.C. 657a](#)).

___ (8) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (9) [Reserved]

- __ (10)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Oct 1995) of [52.219-6](#).
- __ (iii) Alternate II (Mar 2004) of [52.219-6](#).
- __ (11)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- __ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- __ (12) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- __ (13)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- __ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- __ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- __ (iv) Alternate III (Jul 2010) of [52.219-9](#).
- __ (14) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).
- __ (15) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (16)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- __ (ii) Alternate I (June 2003) of [52.219-23](#).
- __ (17) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- __ (18) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- __ (19) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).
- __ (20) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).
- __ (21) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- _X_ (22) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- __ (23) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- __ (24) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- __ (25) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- __ (26) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- __ (27) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- __ (28) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (29) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

___ (30)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (31) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

___ (32)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of [52.223-16](#).

X (33) [52.223-18](#), Contractor Policy to Ban Text Messaging While Driving (SEP 2010) (E.O. 13513).

___ (34) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).

___ (35)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (Jan 2004) of [52.225-3](#).

___ (iii) Alternate II (Jan 2004) of [52.225-3](#).

X (36) [52.225-5](#), Trade Agreements (AUG 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (37) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (38) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (39) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

X (40) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

___ (41) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

___ (42) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

X (43) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

___ (44) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

___ (45) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (46)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

— (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

— (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

— (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 351](#), *et seq.*).

— (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

— (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

— (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

—Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES ARE INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-9	Personal identity verification on Contractor Personnel (JAN 2011)
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1,000 DKK, the Government is not obligated to

purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

- (1) Any order for a single item in excess of 2,000,000 DKK;
- (2) Any order for a combination of items in excess of 4,000,000 DKK; or
- (3) A series of orders from the same ordering office within 21 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(b) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once,

but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)
(AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and one copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Administrative Assistant (currently Shirley Nielsen).

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are

prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(a) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and

confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2008),
IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1

A. SUMMARY OF INSTRUCTIONS. Each offer must consist of the following:

A.1. SF-1449. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Sections 1 and 5 have been filled out.

A.2. INFORMATION. Information demonstrating the offeror's/quoter's ability to perform, including:

- (1) Name of a Dedicated Account Manager (or other liaison to the Embassy) who understands written and spoken English;
- (2) Name of Designated Customer Service Consultant (or Customer Service Department) who understands written and spoken English;
- (3) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
- (4) List of clients, demonstrating prior experience with relevant past performance information and references;
- (5) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (6) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
- (7) Evidence that the contractor has a recovery plan in the event of an emergency or disaster.

Any other written information that will provide proof of technical and financial responsibility of the company, such as:

Company brochure
Name of service provider
Client list
Financial statement

A.3. IF REQUIRED BY THE SOLICITATION, PROVIDE EITHER:

- (a) a copy of the Certificate of Insurance, or
- (b) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-6	Contractor Identification Number --Data Universal Numbering System (DUNS)Number (APR 2008)
52.209-7	Information Regarding Responsibility Matters (JAN 2011)
52.209-9	Updates of Information Regarding Responsibility Matters ALT (Jan 2011)
52.214-34	Submission of Offers in the English Language (APR 1991)

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source

selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Jonathan Bayat, telephone: +45 3341 7100 or fax: +45 3543 0223. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

(a) **COMPLIANCE REVIEW.** The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

(b) **TECHNICAL ACCEPTABILITY.** Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.

(c) **PRICE EVALUATION.** The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.

(d) **RESPONSIBILITY DETERMINATION.** The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- ability to comply with the required invoice and detailed billing and payment conditions set forth in this solicitation
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

THE FOLLOWING FAR PROVISIONS ARE PROVIDED IN FULL TEXT:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 -- Offeror Representations and Certifications -- Commercial Items. Offeror Representations and Certifications -- Commercial Items (May 2011)

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov> . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education;
- or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it ☐ is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on

account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General*. The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:* _____].

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:* _____]. Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
-	-
-	-
-	-

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
-	-
-	-
-	-

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation*. By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran. (1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if--

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

**ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

- (a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

- (b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <i>where there are no</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where <i>there are</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

- (b) The contracting officer has determined that for performance in the country of Denmark

[X] Workers' compensation laws exist that will cover local nationals and third country nationals.

[] Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)